

# **Miamisburg Closure Project ("MCP") Work Force Transition Plan**

## ***Work Force Change***

*Number 01-003*

*Prepared by the  
U.S. Department of Energy  
Ohio Field Office  
for the  
Contractor Work Force  
Miamisburg Closure Project*

*Effective: xxxxx*

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## **IMPORTANT NOTE**

The Department of Energy (DOE or the Department) reserves the right to change the terms of the Miamisburg Closure Project Work Force Transition Plan (the "Plan") as it deems necessary. There is no guarantee that any future staffing reductions in the work force will provide for separation benefits as set forth herein. There is a very real possibility that implementation of future work force restructuring actions will not include the same type or level of benefits as may have been offered previously.

Provisions of this Plan are not intended to replace normal separation benefits to which eligible contractor employees would normally be entitled under their contract. This Plan is offered to supplement those benefits if available funds permit. It is not the intent of the Department of Energy in implementing this Work Force Restructuring Plan to create any private right of action or to create rights in any third parties.

This Plan was issued in DRAFT format. The Department will post this DRAFT Miamisburg Closure Project Work Force Transition Plan for a period of two weeks on the MCP web site for comments by employees and stakeholders. The posting will include a summary of changes and inform employees and stakeholders that the provisions of this Plan are intended to describe the annual process to be used for work force restructuring to project completion. The posting also notifies employees and stakeholders that a similar notice will be posted prior to implementation of any future substantive change. All comments received by the end of the two-week posting will be considered before the final Plan is issued, and they will be discussed in Attachment F to the final Plan.

## **PURPOSE**

This Work Force Transition Plan is submitted in accordance with Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, the "Planning Guidance for Contractor Work Force Restructuring," and DOE Order 350.1, Chapter III, Reduction in Contractor Employment. Defense production ceased at DOE's Mound Site (Site) in 1989. MCP's mission became environmental cleanup of the site in order to achieve closure by 2006, in the context of serious budgetary constraints. DOE completed work force downsizing of the defense mission at the MCP site in 1997. The U.S. Department of Energy, Ohio Field Office (DOE-OH) prepared a Work Force Restructuring Plan (An End in Sight) for the Fernald and MCP sites in 1997. An End in Sight described the Department's preferred strategy for work force changes at Fernald and MCP at that time.

This Plan extensively updates and supplements An End in Sight. As set forth in An End in Sight, as environmental cleanup projects are completed, the workers involved in those projects will lose their jobs if they cannot be retrained or reassigned to available, continuing site work. This Plan lays out the Department's strategy for implementation of these future work force changes at the Mound Site. Decisions on when work force changes are needed will be made by the Department, in consultation with the DOE contractor at the MCP, after considering a variety of factors such as worker skill mix, cleanup schedules, and cost. DOE is responsible for defining the scope of work and schedule for cleanup activities at the site and for providing the required funding. The contractor is responsible for determining the number and skill mix of employees needed to complete the work and for implementing work force restructuring, when necessary. Within these

parameters, the decisions on separations of individual employees will be made by the contractor. Changes to this Plan may also result from future policy or program changes.<sup>1</sup>

As set forth in Attachment A hereto, the Department has streamlined the administrative procedures by which DOE continues to oversee and manage the Miamisburg Closure Project (MCP) contractor's implementation of the objectives addressed in An End in Sight at the MCP. The Department reserves the right to modify administrative procedures at any time and without notice consistent with the CH2M Hill contract.

## **SCOPE**

This Plan applies to restructuring activities designed to align the MCP contractor's employee skill mix with the approved scope of work as defined by DOE. The scope of work has been defined in contract DE-AC24-03OH20152 between DOE and CH2M Hill Mound, Inc. The baseline defines the resources and skill mix necessary to complete the scope of work. This plan will support any work force transition necessary to support the contract. ***This plan supersedes any portions of An End in Sight that may be in conflict with any requirements set forth in this Plan.***

## **FACTORS DRIVING WORK FORCE CHANGE**

Site closure, as described in the prime contract, is the primary mission at the Mound Site. The project baseline delineates the planned cost and schedule for project completion performance. In support of the baseline, the contractor uses a Manpower Planning System (MPS) to project the number and skill mix of workers needed to complete project work on the time line set out in the proposed baseline. CH2M Hill's management will use the MPS to help project the shifts in skill mix and the level of staffing to continue to meet or exceed the baseline through project completion. As the site progresses toward closure, workers will leave the project voluntarily or involuntarily.

CH2M Hill may reassign workers with needed skills to other site projects, or retrain workers where practical to obtain needed skills for other projects, so as to make beneficial use of the skills and experience of incumbent employees when feasible. Changes in the work force may also result from reduced budgets that require the redefinition of projects or the use of more effective ways to perform work, such as outsourcing.

CH2M Hill's objectives for outsourcing work include providing avenues to move site employees for longer-term employment opportunities after project completion, improving productivity, avoiding capital expenditure, or gaining expertise not available at the site.

Subject to the limitations set forth herein, if after a voluntary or involuntary reduction it is later found during the work planning process that there is a need for skills that have been reduced, staff augmentation may be provided by short-term assignments. Short-term is defined as no more than six months. In addition, vacancies created by departing Long Term Disability (LTD) employees in conjunction with voluntary separations will be addressed using augmented staff to meet staffing requirements. The governing document for any work force change is the National Defense Authorization Act for Fiscal Year 1993 (Public Law 102-484), Section 3161. Any situation such as the need for staff augmentation must follow the direction of 3161.

## **WORK FORCE CHANGE PROCESS**

The project baseline required by the current prime contract between DOE and CH2M Hill addresses the scope of work required for completion of the MCP. However, Congressional or

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<sup>1</sup> As set forth in Attachment A hereto, the Department will oversee and manage the contractor's implementation of the objectives addressed in An End in Sight at the MCP. The Department reserves the right to modify administrative procedures at any time and without notice.

Department of Energy action may dictate changes in priorities or projects. Any change may affect the size and skill mix of the work force. After analysis of the project schedules and budgets, CH2M Hill's management will use the MPS to help identify necessary changes to the number and skill mix of the work force. Approximately every four to six months, CH2M Hill will forecast changes to the skill mix requirements and staffing levels, as well as the number of current employees in each skill mix category, in order to meet the performance requirements described in the baseline. Based on this projection, CH2M Hill's management will determine the skill areas that need to decrease through site closure to efficiently align work force requirements with the planned work. These areas will be designated as the targets for reduction in force. This information will be communicated to the work force so individual career planning can begin in advance of the need to change the work force.

### **STRATEGIES FOR THE TRANSITION OF WORKERS**

Skill mix and manpower planning by CH2M Hill will provide each employee with very clear indicators, by job category, about where future reductions are projected to take place as the project progresses toward closure. CH2M Hill recognizes the value of minimizing the number of involuntary reductions and will do so through normal attrition, a voluntary reduction program and early retirement. Prior to any involuntary actions, CH2M Hill will initiate a program to allow employees to volunteer for the reduction. When it becomes necessary to adjust the size and skill mix of the workforce to be consistent with manpower planning projections, CH2M Hill will notify DOE-OH of its intent to initiate a reduction according to DOE's administrative procedures for work force restructuring implementation (Attachment A).

A "Self-Select" option that allows employees in affected job classifications to "volunteer" for consideration under the involuntary separation program (ISP), will be offered as part of this restructuring activity. A minimum 2-week window is required for volunteers to "Self-Select." Employees who want to take advantage of this option approach their managers and indicate their willingness to be included in the ISP by submitting a *Self-Select Request for Involuntary Layoff form* (Attachment B). Their acceptance under the "Self-Select" option would be at the discretion of their management, who would base their decision on the ability of the organization to compensate for the loss of the individual's knowledge, skills and abilities. The form contains a release that is signed by the requesting employee absolving CH2M Hill and the government of any liability resulting from their decision. Non-retirement eligible employees who are accepted for the ISP under the "Self-Select" option will receive a severance payment in accordance with CH2M Hill's Severance Pay Plan, Displaced Worker Medical Benefits (or COBRA if not eligible), and outplacement support. Retirement eligible employees who wish to voluntarily participate in the reduction will receive a severance payment in accordance with CH2M Hill's Severance Pay Plan, as well as their retirement benefits. The ground rules for the "Self-Select" option for employees in targeted job categories will be clearly defined and communicated to all employees throughout the project.

Employees whose requests to "Self-Select" for the ISP have been approved will be required to complete a *Self-Select Exit Interview Questionnaire* (Attachment C) verifying their decision to be involuntarily separated. The exit interview is in lieu of the 45-day waiting period required for a voluntary program. If the "Self-Select" measures are not sufficient to achieve the necessary changes in the work force, CH2M Hill will proceed with the normal ISP after revising the MPS to reflect the "voluntary" reductions that have already been accepted. CH2M Hill will implement an ISP according to its Human Resources policies. CH2M Hill must prepare all appropriate legal documentation and meet reporting requirements specified under a variety of laws and regulations. The applicable laws include the National Labor Relations Act (NLRA), the Employee Retirement Income Security Act (ERISA), the Age Discrimination in Employment Act (ADEA), and the Older Workers Benefits Protection Act (OWBPA). Each worker will receive notice consistent with procedures and with other laws and regulations such as the Worker Adjustment and Retraining Notification (WARN) announcement, if appropriate.

Based upon employees' evaluations and other objective and neutral criteria, CH2M Hill will prepare Peer Group Rankings and select salaried employees for involuntary separation. Salaried employees will be selected in accordance with the Peer Group Rankings and manpower planning projections for affected job classifications. Personnel ranking low on the Peer Group Ranking are at greatest risk of involuntary separation. The Management Review Board compiles the list of personnel to be involuntarily reduced by job classification for the relevant function and submits the list to the project/senior manager. The manager reviews the list of personnel to be involuntarily reduced and reviews any concerns with the Review Board. The Human Resources Department (HR) will complete an Affirmative Action/Equal Employment Opportunity review of the list of personnel to be involuntarily reduced and will share the results of the review with the Review Board. The Review Board reserves the right to modify the list to maintain a diverse workforce. The final list is submitted to HR who prepares the individual separation packages

The relevant manager carries out the involuntary reduction by personally delivering the involuntary reduction documents to the affected employee at the designated time. The manager shall conduct an *exit interview* that includes: a) distribution and explanation of all documents required for involuntary separation and eligibility for Plan benefits; b) a comprehensive explanation of the right to a Section 3161 Preference-in-Hiring, if meeting the eligibility requirements, and the requirements for maintaining eligibility; and, c) a contractor Human Resources Department point-of-contact to administer the Plan benefits.

Any separation program for represented employees must conform to the requirements of the relevant collective bargaining agreements as they relate to terms and conditions of employment for individual workers and any applicable collective bargaining obligations. CH2M Hill will implement its transition program through this Plan and its collective bargaining agreements with its represented employees.

Under Section 3161, the DOE is responsible for minimizing the impact of work force change on workers employed at DOE defense nuclear facilities, such as the MCP. Under Section 3161, DOE provides additional benefits for involuntarily separating employees, as set out in this Plan. Benefits under the Plan are intended to supplement other Federal, state, or local government assistance programs available to involuntarily separated workers as they seek new employment. Workers separated "*for cause*" are not eligible for Plan benefits. All Plan benefits are administered by the Department through the contractor, and workers should apply for any Plan benefits through their contractor Human Resources Department.

Thus, after their separation dates, and in addition to their severance pay, involuntarily separated workers will have available certain Plan benefits, subject to the availability of DOE Office of Worker and Community Transition ("WT") funding.

***Eligibility and Scope of Plan Benefits  
For Involuntarily Separated Workers***

	Funding Source	<u>All Workers</u>	<u>Cold War Workers</u>
<i>Displaced Worker Medical Benefits</i>	Contractor	Yes	Yes
<i>Outplacement services</i>	WT	Yes	Yes
<i>Relocation assistance</i>	WT	No	Yes
<i>Education and training assistance</i>	WT	No	Yes
<i>Preference-in-hiring</i>	NA	No	Yes
<i>Construction worker benefit</i>	NA	No	Yes

***The Displaced Worker Benefit Program*** makes sure all former workers, who were eligible for medical benefits before their separation and do not otherwise qualify for medical insurance coverage, are eligible for continued medical plan coverage. In the first year after a worker's separation, the contractor will continue to pay its share of the former worker's medical premium

costs at the active employee contribution rate. In the second year, the former worker will pay half of the Consolidated Omnibus Budget and Reconciliation Act (COBRA) rate. The COBRA rate is 102% of the full cost of coverage, including both employer and employee contributions. In the third year and thereafter, the former worker will pay the entire COBRA rate. If medical plan coverage is available through a new employer's plan or a spouse's plan (regardless if enrolled), former workers are not eligible for this benefit. If former workers are eligible for medical coverage through retirement programs or Medicare, they cannot receive this benefit.

Alternatively, a former employee may elect to continue medical coverage under COBRA provisions. However, a former employee who elects to continue medical coverage under COBRA provisions must pay the full COBRA rate immediately upon separation.

**Outplacement services** provide former employees with access to skill assessments, workshops, resource libraries, and automated job listings. These services are available to all involuntarily separated workers for up to one year after their separation date.

Some Plan benefits are restricted in their availability to employees who worked at a defense nuclear facility on or before September 27, 1991, and continued to work full time (or regular part-time) at a defense nuclear facility from that date until being involuntarily separated without a break in service, as set out in further detail in Attachment E. Only such "Cold War Workers" are eligible for relocation assistance, education and training assistance, a preference-in-hiring, and, where applicable, a construction worker benefit subject to the conditions outlined below. Plan benefits are subject to the availability of DOE/WT funding.

**Relocation assistance** reimburses some expenses when a worker obtains a new job at another Department of Energy site. This assistance is available only if a worker does not qualify for relocation assistance under the new hiring company's policies. He or she may file a reimbursement claim for actual and reasonable expenses, up to \$3,000. Such expenses include personal transportation to the new job site, movement of household goods, and temporary living accommodations. This assistance is available only to involuntarily separated "Cold War Workers" for up to one year after their separation date. Claims must meet the criteria under the Internal Revenue Service regulations concerning minimum moving and commuting distances to the new job.

**Education and training assistance** for separated employees provides money for either job-specific training ("training programs") or degree programs ("education programs"). The assistance covers tuition, course materials, and other normal educational expenses. There is a limit of \$5,000 total for each worker from the two programs together. This assistance is available only to involuntarily separated "Cold War Workers" who may apply for this benefit up to one year after their actual separation date. The Department's financial assistance ends two years from the start of the worker's education or training program. Each worker is then responsible for the remaining costs of his or her program. Workers who used education and training assistance under previous Work Force Restructuring Plans may apply for additional assistance under this Plan as long as the total cost of the previous assistance and the new request does not exceed the dollar limits of this Plan.

The Section 3161 **Preference-in-Hiring** provision gives certain workers a preference in obtaining a new job with the Department's contractors at the current site or other sites across the country. The preference is a lifetime benefit for involuntarily separated "Cold War Workers." In order to be eligible for the preference, workers must complete the Preference-in-Hiring Eligibility form included in Attachment D, and provide it to the contractor Human Resources Department. Those workers who want to maintain their preference must return a new form every year, by January 31<sup>st</sup>, to the site's contractor Human Resources Department. The contractor will assure that all job vacancies, not filled with internal candidates, are posted to the JOBBS system. The preference does not override other preferences provided under law, regulation, executive order, or collective bargaining agreements. Consistent with applicable Departmental guidance, DOE-OH oversees

implementation of the Section 3161 Preference-In-Hiring. The contractor will maintain a Human Resources policy ensuring the consistent use of the Section 3161 Preference-In-Hiring in its employment decisions, including policies dealing with multiple applications for the same job. The process of maintaining and exercising the rehiring preference will be thoroughly explained during the employee's checkout process.

A **construction worker benefit** provides a one-time payment to certain construction workers who involuntarily lose their jobs on DOE work. Workers must qualify under the Job Attachment Test set out in Attachment E. If qualified, a worker may apply for a one-time payment, based on the former employer's established separation pay benefit. The payment will not exceed 6-weeks base pay. Workers who accept the payment may not work at a DOE facility for a period equal to the hours represented by the separation payment unless the worker receives explicit approval from the DOE Contracting Officer and makes a pro-rated repayment of the net benefit.

Additionally, in some situations the contractor may request **expanded job placement services** to market the unique skills for "Cold War Workers" who lose their jobs and who elect to participate. The Department's approval for such expanded job placement services for individual "Cold War Warriors" will depend on the skills of the workers involved and the local economic conditions at the time of actual work force change, including the prospects for reemployment in the local area. This additional benefit would be available until the "Cold War Worker" accepts a new job, but no longer than one year from his or her separation date.



## ATTACHMENT A

### ADMINISTRATIVE PROCEDURES FOR WORK FORCE RESTRUCTURING IMPLEMENTATION

1. As necessary, the contractor will notify DOE MEMP and DOE-OH of its intent to initiate work force restructuring plans as described herein. DOE-OH then will provide notification according to the following DOE HQ Guidelines:
  - a. Work Force Restructuring Actions of 300 and Above in a 12-month period  
Requires Under Secretary approval.  
Requires DOE HQ General Counsel review of diversity analysis within 10 working days for an ISP action.
  - b. Work Force Restructuring Actions Between 100 and 300 in a 12-month period  
Requires Director, Office of Worker and Community Transition (WT) approval.  
Requires DOE HQ General Counsel review of diversity analysis within 10 working days for an ISP action.  
WT notification within 10 working days for an ISP.
  - c. Work Force Restructuring Actions Between 50 and 100 in a 12-month period  
Requires Manager, DOE Ohio Field Office approval.  
Ohio Field Office may confer with DOE HQ General Counsel in the review of diversity analysis within 10 working days for an ISP action.
  - d. Work Force Restructuring Actions Below 50 in a 12-month period  
No DOE approval required.  
Contractor notification to the DOE OH Field Office (one week prior to RIF).  
Contractor notification to Congressional Offices, both locally and Washington, D.C.

**ATTACHMENT B**

**SELF-SELECT REQUEST FOR INVOLUNTARY SEPARATION**

**SECTION 1 - SELF-SELECT REQUEST**

I hereby voluntarily request to be involuntarily separated from CH2M Hill Mound, Inc. I have selected this option freely. The separation package I will receive has been explained to my satisfaction. In consideration for my involuntary separation, if accepted, and receipt of separation benefits, I hereby release the CH2M Hill Mound, Inc. and its affiliated companies and their officers, directors, employees, and agents and the U.S. Government and all of its departments, agencies, commissions, or other entities and their managers, employees, and agents from any and all complaints, liabilities, obligations, demands, agreements and claims of any nature whatsoever arising out of or connected with my employment with CH2M Hill Mound, Inc.

Requester's Name (Print Legibly):\_\_\_\_\_ HP#:\_\_\_\_\_

Requester's Signature:\_\_\_\_\_ Date:\_\_\_\_\_

**SECTION 2 - PROJECT/FUNCTION MANAGER RECOMMENDATION**

I recommend that this Self-Select request for involuntary separation be:

☐ **ACCEPTED** - Acceptance of this request will save the job of someone on the current reduction list.

☐ **REJECTED** - Justification for Rejection:\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project/Function Manager (Print Legibly):\_\_\_\_\_

Project/Function Manager's Signature:\_\_\_\_\_ Date:\_\_\_\_\_

**SECTION 3 - HUMAN RESOURCES MANAGER APPROVAL**

**APPROVED:**

Name (Print Legibly):\_\_\_\_\_ Title:\_\_\_\_\_

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

ATTACHMENT C

SELF-SELECT EXIT INTERVIEW QUESTIONNAIRE

Employee's Name (Print Legibly):\_\_\_\_\_ HP#:\_\_\_\_\_

Department:\_\_\_\_\_ Manager:\_\_\_\_\_

**THE FOLLOWING TWO QUESTIONS MUST BE ANSWERED PRIOR TO EXITING**

1. Aside from the written information provided to you, what were you told about the Self-Select process, and by whom?

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2. Explain the circumstances leading up to your decision to Self-Select. Did you make the decision freely yourself without pressure or influence from others?

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Employee's Signature:\_\_\_\_\_ Date:\_\_\_\_\_

Interviewer's Name (Print Legibly):\_\_\_\_\_

Interviewer's Job Title:\_\_\_\_\_

Interviewer's Signature:\_\_\_\_\_ Date:\_\_\_\_\_

ATTACHMENT D

<p><b>INVOLUNTARY SEPARATION SALARIED EMPLOYEE INFORMATION PACKAGE</b></p>
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The package includes the following Involuntary Separation documents to review:

1. **MEMO CH2M HILL SITE MANAGER**
2. **TERMINATION NOTIFICATION**
3. **SEVERANCE PAYMENT CALCULATION**
4. **DOE SECURITY TERMINATION STATEMENT (Q and L cleared employees only)**
5. **CH2M HILL TERMINATION STATEMENT**
6. **PHYSICAL EXAMINATION WAIVER FORM**
7. **SUMMARY EXPLANATION OF BENEFITS FOR INVOLUNTARILY SEPARATED  
SALARIED EMPLOYEES**
8. **PREFERENCE IN HIRING PROCEDURES AND ELIGIBILITY FORM**
9. **SPECIAL TAX NOTICE REGARDING SAVINGS PLAN PAYMENTS AND RELEVANT  
FORMS**
10. **DISPLACED WORKER MEDICAL BENEFIT PROGRAM**
11. **COBRA DENTAL AND VISION COVERAGE**
12. **COBRA INFORMATION (continued health insurance benefits available if not eligible for  
Displaced Worker Medical Benefits)**
13. **DEPARTMENT OF LABOR HANDOUT ENTITLED "PENSION AND HEALTH COVERAGE  
- QUESTIONS AND ANSWERS FOR DISLOCATED WORKERS"**
14. **SALARIED EMPLOYEES' PENSION PLAN SUMMARY PLAN DESCRIPTION**
15. **LIFE INSURANCE BENEFIT SUMMARY PLAN DESCRIPTION AND PORTABILITY  
FORMS**
16. **SEVERANCE PLAN SUMMARY PLAN DESCRIPTION**
17. **OUTPLACEMENT SERVICES INFORMATION**
18. **EDUCATION ASSISTANCE FORMS**

## ATTACHMENT E

### JOB ATTACHMENT TEST

*In Implementing the objectives of Section 3161, the Department recognizes a special responsibility to minimize the impact of work force restructuring on employees who maintained the Nation's nuclear deterrent during the Cold War. The Department recognizes September 27, 1991, the day the President announced the first unilateral reduction of the Nation's stockpile, as the end of the Cold War.*

*To identify employees who helped maintain our nuclear deterrent during the Cold War, and to determine eligibility for several of this Plan's benefits, workers should review the following criteria:*

#### **A. Regular Full-time and Regular Part-time Employees:**

1. Worked at a defense nuclear facility on or before September 27, 1991; and,
2. Worked full-time (or regular part-time) at a defense nuclear facility from that date through the date of separation.

#### **B. Construction Workers:**

1. Worked at a defense nuclear facility on or before September 27, 1991; and,
2. Worked at a defense nuclear facility within 180 days preceding the work force restructuring notification; and
3. Worked at a defense nuclear facility a total time, including time worked prior to September 27, 1991, equivalent to an employee having worked full-time from September 27, 1991 to the date of separation, or have actually worked the industry standard for full time from September 27, 1991, through the date of separation; and,
4. Affected by the announced restructuring within a one-year period. For an intermittent worker, this includes the interruption of a project before its anticipated completion, or the completion of the assignment or project without prospect for a follow-on assignment at the site where the employee had a reasonable expectation of a follow-on assignment.

**ATTACHMENT F**

**SUMMARY OF COMMENTS FROM EMPLOYEES AND STAKEHOLDERS TO THE DRAFT  
MCP WORK FORCE TRANSITION PLAN, CHANGE NO. 01-003**